

ARGUMENTS

The Office Action mailed November 14 2006 has been carefully considered. Within the Office Action Claims 1-3, 6, 8-13 have been rejected. The Applicants have amended Claims 1 and 12. In addition, the Applicants have added new Claim 14. Reconsideration in view of the following remarks is respectfully requested. A Request for Continued Examination along with a three month extension fee are included with this Reply.

The 35 U.S.C. § 112, Second Paragraph Rejection

Claims 1-13 were rejected under 35 U.S.C. § 112, second paragraph, as allegedly being indefinite for failing to particularly point out and distinctly claim the subject matter that the Applicants regard as the invention. This rejection is respectfully traversed. However, to expedite prosecution of the present case, Claims 1 and 12 have been amended. Accordingly, the rejection is now moot.

Rejection under 35 U.S.C. § 103

Claims 1, 2, 3, 8, 11, 12, and 13 were rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Sickmiller. This rejection is respectfully traversed.

In determining obviousness four factual inquiries must be looked into in regards to determining obviousness. These are determining the scope and content of the prior art; ascertaining the differences between the prior art and the claims in issue; resolving the level of ordinary skill in the pertinent art; and evaluating evidence of secondary consideration. Graham v. John Deere, 383 U.S. 1 (1966); KSR Int'l Co. v. Teleflex, Inc., No 04-1350 (U.S. Apr. 30, 2007) (“ Often, it will be necessary . . . to look into related teachings of multiple patents; the

effects of demands known to the design community or present in the marketplace; and the background knowledge possessed by a person having ordinary skill in the art, all in order to determine whether there was an **apparent reason** to combine the known elements in the fashion claimed by the patent at issue. To facilitate review, this analysis **should be made explicit.**") (emphasis added).

In determining the differences between the prior art and the claims, the question under 35 U.S.C. 103 is not whether the differences themselves would have been obvious, but whether the claimed invention as a whole would have been obvious. Stratoflex, Inc. v. Aeroquip Corp., 713 F.2d 1530 (Fed. Cir. 1983). Thus, when considering the whole prior art reference its entirety, portions that would lead away from the claimed invention must be considered. W.L. Gore & Associates, Inc. v. Garlock, Inc., 721 F.2d 1540 (Fed. Cir. 1983), See M.P.E.P. 2141.02. Thus, it is improper to combine references where the references teach away from their combination. In re Grasselli, 713 F.2d 731 (Fed. Cir. 1983).

Applicants describe in the present specification that the glue layer 32 is degraded before the element-to-be-transferred 18 is bonded onto the target substrate by a second bonding step. Degrading the glue layer 32 before the transfer to the target substrate has several advantages. First, the second bonding step between the elements 18 and the target substrate 40 is not affected by the prior degradation, but the same is not true where the degradation of glue is performed after the transfer step. Although the second bonding step may utilize the same bonding method as the first bonding step, the second bonding method may be a molecular bonding process which may require a follow up thermal treatment. In the embodiment where the second bonding step is a molecular bonding process, the reinforced thermal treatment of a non-degraded glue layer would make it difficult to remove the handle substrate 30. This is because the glue layer 32 would be

reinforced by the thermal treatment, thereby further securing the bond between the handle and the components. Accordingly, it is important to degrade the glue layer 32 before applying the second bonding step.

In contrast, Sickmiller describes that once the devices 20 are aligned with the bonding material 30 on substrate 28 and brought into contact, the bonding material 30 is cured thereby bonding a selected number of devices 20 to substrate 28. Then, as shown in Fig. 9, the intermediate carrier 18 is pulled away from substrate 28, thereby breaking the adhesive bond between the selected devices 20a and the intermediate carrier 18. Thus, the selected devices 20a remain attached to substrate 28 (Sickmiller from col. 5, 1. 57 to col. 6, 1. 5). Sickmiller describes that before breaking the adhesive bond between the intermediate carrier 18 and the polymer 16, the adhesive bond can be weakened. In other words, the weakening step occurs **after** the selected devices 20a are transferred to the new substrate. Id. (Emphasis added). Like the other prior art documents cited against the claims of this application, Sickmiller describes that the degrading of the glue occurs after the transferring the elements to the target substrate (see for example Beyne cited by the prior Office Action).

As recited in Claim 1, the displacement of the sub-assembly of components to be transferred to the target substrate occurs after the degradation of the adherence of the glue layer gluing the sub-assembly of components to be transferred. Thus, Claim 1 recites that the glue layer is weakened before the components are secured to the target substrate. Accordingly, Sickmiller does not teach each and every element of Claim 1 to render Claim 1 obvious. For at least these reasons, Claim 1 is allowable over Sickmiller.

Some of claims 2, 3, 6, and 8-13 have been rejected as being allegedly unpatentable over Sickmiller in light of other prior art references. Claims 2, 3, 6, and 8-13 are dependent on

Independent Claim 1. As stated above, Claim 1 is allowable over Sickmiller. Accordingly, Claims 2, 3, 6, and 8-13 are allowable for being dependent on an allowable base claim.

New Claims

The Applicants have added new Claim 14 to the present application. The Applicants believe that New claim 13 is fully supported by the specification and no new matter has been added. Allowance of new Claim 14 is respectfully requested.

Conclusion

It is believed that this reply places the above-identified patent application into condition for allowance. Early favorable consideration of this reply is earnestly solicited. If, in the opinion of the Examiner, an interview would expedite the prosecution of this application, the Examiner is invited to call the undersigned attorney at the number indicated below. Applicant respectfully requests that a timely Notice of Allowance be issued in this case.

Please charge any additional required fee or credit any overpayment not otherwise paid or credited to our deposit account No. 50-1698. A 3 month extension fee is included with this reply.

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Respectfully submitted,



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